

Concession Agreement

This contract is effective as of April 1, 2021, between **CAPE** (hereinafter referred to as the "Association") and _____ (hereinafter referred to as the "Contractor").

The Association has need of certain services to be undertaken at the Embassy. The contract states the terms and conditions under which the Contractor agrees to perform the necessary services.

NOW, THEREFORE, the parties hereto agree as follows:

Article I: Services to be Performed

A. The Contractor shall furnish personnel, materials, and services, except as are provided by the Association, necessary for the performance of the services described by the terms of this contract.

B. The Contractor shall perform the services required by the terms and condition of this contract in accordance with procedures approved by the authorized representative of the Association. The Association may, from time to time, issue instructions to the Contractor on the schedule, location, and operation of the services to be performed under this contract.

C. The Contractor shall establish and maintain adequate supervision of all employees assigned to the services performed under the provisions of this agreement. For each of the services to be supplied separately by the Contractor, the Contractor shall designate a supervisory employee. All reports required of the Contractor, and any instructions provided to the Contractor, must be transmitted by and through the designated employee.

D. The Contractor will serve breakfast Monday-Friday from 7:00 a.m to 9:00 a.m., and lunch from 11:00 a.m. to 2:00 p.m., for up to 300 employees. The kitchen set up is a cafeteria style serving line with a full kitchen and storage in the same area. The Contractor will also be required to operate a coffee and pastry bar from 7:00 a.m. to 3:00 p.m. Additionally, there may be light catering needs onsite that the offeror needs to fullfill with short notice. There is also an Embassy patio for BBQ options on certain days, and a swimming pool area that we anticipate using for parties and other catered events.

Article II: Contractor Personnel

A. The Contractor shall recruit, hire, and train all individuals required in the performance of the work specified under the terms of this contract. Prior to the time when an individual is assigned to work under this contract, the Contractor shall furnish the Association with the name and qualifications of such individual. No individual may commence work under this contract without the express approval of the Association or its authorized representative.

B. The Contractor shall require that each employee assigned to work under this contract sign a statement that he or she is neither employed by the Association, the United States government nor the Embassy and is not entitled to any rights or benefits which would accrue to a U.S. government employee or as an employee of the Association.

C. The Contractor agrees to assign to work under this contract only those employees previously approved for a security clearance by the Embassy. In connection with this requirement, the Contractor shall furnish, on forms provided by the Embassy, a personal history of all employees the Contractor proposes to assign to work under this contract.

D. The Contractor agrees to evaluate the competence of all employees assigned to work under this contract. The Contractor shall evaluate each employee after the employee's first three months of employment and annually thereafter. The Contractor shall report the results of such evaluations to the Association.

E. The Contractor agrees to assign to services under this contract only those individuals who are physically fit for the satisfactory performance of the required duties.

F. The Contractor shall be responsible for maintaining such standards of employee competency, conduct and appearance as are satisfactory to the Association. Upon written request to the Contractor, the Association may require that the Contractor discipline, or, where appropriate, immediately terminate, any employee whose conduct indicates:

- (1) Insubordination
- (2) Failure to comply with rules or instructions
- (3) Negligent or unauthorized use of Association equipment, material, or property
- (4) Misconduct (including drunkenness)
- (5) Repeated unexcused tardiness, absence, or abuse of sick leave

G. The Contractor shall prepare and maintain adequate payroll records pertaining to each of its individual employees. Such payroll documents shall contain information including, but not limited to, the name of the employee, daily log of hours worked, rate of pay per day, gross pay, and payroll deductions.

Article III: Responsibility of the Contractor

A. The Contractor shall be solely responsible for the funding and payment of all salaries, fringe benefits, social welfare and social security charges, workmen's compensation insurance, bonuses, legal holidays, approved overtime, annual leave, sick leave, and any other charge of whatever nature related to the performance of services required under this contract. The Contractor shall furnish the Association, upon its request, evidence sufficient to verify fulfillment of such obligations.

B. The Contractor hereby assumes absolute liability for any and all personal injuries and/or property damage suffered due to the negligence of the Contractor's employee in the performance of the services required under this contract.

C. The Contractor hereby indemnifies and holds harmless the Association and the U.S. government from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of any nature brought or recovered against the Association or the Contractor or its employees in the performance of the services required under this contract.

D. The Contractor agrees to fully comply with all provisions of local law and, in the case of U.S. citizens, U.S. law related to employee benefits, workmen's compensation, and employee taxes applicable to the employees performing services under this contract. The Contractor shall ensure that all employees assigned to work under this contract are fully covered as to any and all employee benefits mandated by local law, benefits which may include, but are not limited to, retirement payments, severance, or other termination of employment payments, work casualty insurance and disability insurance. Where required by local law, the Contractor agrees to withhold personal income taxes, and all other employment related taxes from the salaries and wages of all its employees assigned to services described herein, and the Contractor shall deposit such withheld payments, with all necessary supporting documentation, with the proper local authorities.

E. If the local law or decree requires that one or both parties to this contract register it with the designated authorities to ensure compliance with such law or decree, the entire burden for such registration shall rest with the Contractor. Any local or other taxes which may be assessed against this contract shall be payable by the Contractor. The Contractor shall maintain and record relevant documentation of compliance with local law and payments to local authorities.

Article IV: Fixed Fee and Charges

The Contractor shall pay to the Association the fee of €300 Euros, payable monthly.

Article V: Payment

All payments made under the terms of this contract shall be payable in Euros.

Article VI: Equipment and Property

A. Unless otherwise stipulated in writing, the Association shall furnish all equipment, necessary to the performance of this of this contract. Title to such to property shall remain vested in the Association.

B. The Contractor agrees to ensure that its employees use property furnished by the Association only for such purposes, and in such manner, as shall be acceptable to the Association.

C. The Contractor agrees to maintain, protect, and store property furnished to it by the association in accordance with procedures approved by the Association.

D. The Contractor agrees to repair or replace Association property lost or damaged through the negligence of its employees and agrees to bear the costs of such repair or replacement. In the event of such damage or loss, the Contractor shall notify the Association and the Association shall direct the Contractor to repair, or at the option of the Association to replace the damaged or lost property.

Article VII: Insurance

As required by the Association, the Contractor agrees to immediately obtain, and maintain thereafter, comprehensive liability insurance and such other insurance as the Association may require. All insurance required pursuant to this article shall be in such form, in a minimum of €5,000 euros, and for the period of time of this contract as the Association may require, and only with those insurers approved by the Association. The Contractor shall provide adequate verification of such insurance coverage.

Article VIII: Inspections and Reports

A. The Association, or its designated representative, shall have the right to inspect, in such manner and at reasonable times as it deems appropriate, all activities of the Contractor arising in the course of the Contractor's undertakings under this contract. The Contractor shall be responsible for complying with the recommendations of such inspections and shall take prompt action to remedy any deficiencies noted in such inspections.

B. The Contractor agrees to institute a periodic inspection schedule to ascertain that all services required by this contract are being performed in accordance with its terms. Any deficiencies or substandard conditions identified in such inspections shall be promptly corrected and improved, and any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Association for its appropriate disposition.

C. At the request of the Association, the Contractor shall prepare written reports summarizing inspection findings, including deficiencies noted, irregularities encountered, repairs or services needed, improvements recommended, or corrective actions completed. The subject of such written reports need not be limited to inspection results and may, at the discretion of the Association, include any matter concerning the services under this contract.

Article IX: Records and Accounts

A. The Contractor shall maintain a set of accounts, records, documents, and other evidence sufficient to identify and verify all costs incurred, and the receipt, use, and disposition of all Association property provided to the Contractor under this contract.

B. The Association, through its designated representatives, shall have the right to examine, review, and audit any and all records of accounts related to this contract. The Contractor

shall retain its books and records pertaining to this contract for a period of at least five years after the stated period of performance.

Article X: Authorized Representatives of the Association

The Association hereby designates the following individuals: Matt Connors, Joshua Mike, Yessenia Rodriguez, and Tim Halbur as its authorized representatives for the purpose of administrative control and approval, compliance verification, and any other matters related to this contract. At the discretion of the Association, any duly authorized representative of the Association under this contract may be delegated this authority, provided that the Contractor has been given written notice of such delegation

Article XI: Disputes

The Association, who shall reduce such a decision to writing and shall furnish a copy thereof to the Contractor, shall decide any dispute concerning a question of fact, which is not disposed of by the terms of this agreement. The decision of the Association shall be final and conclusive unless, within 30 days from the date of receipt of the decision of the Association, the Contractor submits to the Association a written appeal to the Chairperson of the Association. The Chairperson, or designee(s), shall be the final arbiter and judge in all such disputes.

Article XII: Suspension

The Association may suspend any part of the requirements of this contract for such period of time as may be determined to be necessary or desirable for the convenience of the Association. Unless otherwise specified, such action shall take effect immediately upon written notice from the Association to the Contractor.

Article XIII: Termination

A. The Association may, at its convenience, terminate this contract, or any part thereof, for such cause considered appropriate by the Association. Unless otherwise specified, such action shall take effect 60 days from the receipt of written notice from the Association to the Contractor.

B. In the event that the Association determines that the Contractor has engaged in fraudulent, dishonest, or unsafe business practices, the Association may terminate this contract, or any part thereof, immediately and without prior notification to the Contractor.

Article XIV: Assignment

The Contractor shall not assign or transfer this contract, or any part thereof, any interest therein or claim thereunder, except with the express written authorization of the Association.

Article XV: Amendments

This contract constitutes the entire agreement between the parties. No amendments or modification to this contract shall be given force or effect unless such agreement is executed in writing and signed by the parties hereto.

Article XVI: Period of Performance

The period of performance under which this contract shall be performed shall commence on April 1, 2021 and shall expire on April 1, 2022. Performance may be extended for two additional one-year terms by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this contract.

Chairperson, Association Board of Directors

Date

Contractor Representative

Date

EXHIBIT A

ASSOCIATION-FURNISHED EQUIPMENT/MATERIALS

Hot food countertop display tag # 012485	\$2479
Kitchen appliance tag # 115778	\$501
Kitchen appliance tag # 018437	\$1404
Kitchen appliance tag # BA6593S	\$791
Spiral Kneader with fixed head tag # BA6593N	\$1523
Professional Deep Fat Fryer tag # BA6383B	\$688
Commercial deep fryer tag # 122387	\$593
Commercial sink one compartment tag # 122388	\$593
Meat Slicer tag # 031796	\$420
Bread mixer tag # BA6593L	\$1135
Electric Fryer top tag # AR8305G	\$1045
Electric HOB with 2 top round tag # AR8305H	\$600
Lavazza Coffee machine	\$10000
Lavazza self serve coffee machine	\$2000
Café Dishwasher	\$1000
Pizza Oven	\$2500
Griddle Top	\$1000
Industrial conveyor dishwasher	\$4000
500 Plates	\$5000
500 forks, spoons and knives	\$7000

EXHIBIT B

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the Embassy.
Each year the Association will provide a new holiday list.

<u>DATE</u>	<u>Day</u>	<u>HOLIDAY</u>
January 1	Friday	New Year's Day (U.S. / K)
*January 2	Saturday	New Year Holiday (K) <u>Observed Monday Jan 4</u>
January 7	Thursday	Christmas Day-Orthodox (K)
January 18	Monday	Martin Luther King Birthday (U.S.)
February 15	Monday	Presidents' Day (U.S.)
February 17	Wednesday	Independence Day (K)
April 5	Monday	Easter Monday-Catholic (K)
April 9	Friday	Kosovo Constitution Day (K)
*May 1	Saturday	Labor Day (K) <u>Observed Monday May 3</u>
May 3	Monday	Easter Monday-Orthodox (K)
*May 9	Sunday	Europe Day (K) <u>Observed Monday May 10</u>
**May 13	Thursday	Bajrami i Madh (Eid-Al-Fitr) (K)
May 31	Monday	Memorial Day (U.S.)
* July 4	Sunday	Independence Day (U.S.) <u>Observed on Monday July 5</u>
** Jul 20	Tuesday	Bajrami i Vogël (Eid-Al-Addha) (K)
September 6	Monday	Labor Day (U.S.)
October 11	Monday	Columbus Day (U.S.)
November 11	Thursday	Veterans Day (U.S.)
November 25	Thursday	Thanksgiving Day (U.S.)
* December 25	Saturday	Christmas Day (U.S. /K) <u>Observed on Friday Dec 24 and on Monday Dec 27</u>
* December 31	Friday	New Year Holiday (U.S. /K)

* Actual holiday falls on a weekend or on a non-working day and will be observed as noted.

* *The Date depends on the lunar cycle - therefore the dates may change.